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**The following constitutes the order of the Court.  
Signed: November 13, 2025**

6 Counsel for  
7 FRED HJELMESET,  
Trustee in Bankruptcy

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**Stephen L. Johnson  
U.S. Bankruptcy Judge**

## SAN JOSE DIVISION

11 In re Case No. 21-50028 SLJ  
12 EVANDER FRANK KANE, Chapter 7  
13 Debtor Hon. Stephen L. Johnson  
**ORDER AUTHORIZI**

**ORDER AUTHORIZING  
COMPROMISE OF CONTROVERSY  
REGARDING LITIGATION CLAIMS  
AND COMPENSATION TO SPECIAL  
COUNSEL AND THE DEBTOR**

18 The Court having reviewed and considered: (i) Motion to: (1) Enter Into Compromise of  
19 Controversy Regarding Litigation Claims; and (2) Compensate Special Counsel and the Debtor  
20 (“Motion”) (Docket 369) filed by Fred Hjelmeset, Chapter 7 Trustee (“Trustee”) of the above-  
21 captioned Debtor; (ii) the Trustee’s Bankruptcy Local Rule 9014-1 Certification of No Objection  
22 Regarding Docket No. 369, notice of the Motion being adequate and proper under the circumstances  
23 and other good cause appearing

IT IS HEREBY ORDERED THAT:

25           1. Pursuant to Federal Rule of Bankruptcy Procedure 9019 as applied by *In re A&C*  
26           Properties, 784 F. 2d 1377, 1381 (9<sup>th</sup> Cir. 1986) the Motion is approved in all respects.

27       2. The Trustee is authorized to enter into the "Agreement to Settle Litigation and  
28 General Release" ("Agreement") with Sure Sports, LLC. A copy of the Agreement is attached to

1 the Declaration of Fred Hjelmeset filed in support of the Motion (Docket 369-1). The Trustee is  
2 authorized to take all actions necessary to consummate the Agreement.

3       3.       The Trustee is authorized to settle the adversary proceeding entitled *Fred Hjelmeset*  
4       *v. Sure Sports LLC, fka Sure Sports Lending LLC*,” Adversary Proceeding No. 22-05033  
5       (“Adversary”), in exchange for the payment from Sure Sports, LLC of \$452,000 (“Settlement  
6       Amount”), and waiver by Sure Sports, LLC of its claim in the amount of the amount of  
7       \$1,187,950.94 (“Claim”). The Claim shall be deemed withdrawn for all purposes upon entry of this  
8       Order.

9       4.     Subject to (i) Sure Sports, LLC's timely delivery of the entire Settlement Amount to  
10 the Trustee, (ii) the passage of ninety-two (92) days after the Trustee's receipt of the last Settlement  
11 Amount installment, and (iii) Sure Sports not (a) filing a voluntary bankruptcy petition, (b) being  
12 the subject of an involuntary bankruptcy petition or (c) being part of any proceeding that could result  
13 in any portion of the Settlement Amount being subject to avoidance as a preferential transfer,  
14 disgorgement or similar claim, the Trustee shall circulate for execution a stipulation to dismiss the  
15 Adversary, with prejudice, and promptly file the fully executed stipulation with the Court.

16 | 5. From the Settlement Amount the Trustee is authorized to:

17 (i) pay to the estate's special counsel, Putterman Yu Wang LLP the sum of  
18 \$193,276.38, and reimburse out-of-pocket costs to Putterman Yu Wang LLP  
19 in the sum of \$17,496.93; and  
20 (ii) pay to the Debtor the sum of \$42,950.31 and reimburse him \$5,000 for costs  
21 advanced.

22       6.      This order is effective upon entry, and the stay imposed by Rule 62(a) of FRCP  
23 and/or Bankruptcy Rule 6004(h) shall not apply.

\*\*\* END OF ORDER \*\*\*

1                   **\*\*COURT SERVICE LIST\*\***

2   No Court Service Requested.

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